

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of October 18, 2006 between Great Northern Radio, LLC, a Delaware limited liability company ("Licensee") and Entercom Springfield, LLC, Delaware limited liability company ("Programmer").

Recitals

A. Licensee owns and operates the following radio station (the "Station") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

WVEI-FM at 105.5 MHz, Easthampton, Massachusetts, Facility Identification Number 11295

B. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station on the terms set forth in this Agreement.

C. Licensee (as Seller) and Programmer and an affiliate of Programmer (as Buyer) are parties to an Asset Purchase Agreement dated February 10, 2006 (the "Purchase Agreement") with respect to the Station.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") will begin on October 29 2006 ("Commencement Date") and will continue until the earlier of the Closing (as defined in the Purchase Agreement), unless earlier terminated in accordance with the terms of this Agreement.

2. Programming. During the Term, Programmer shall purchase from Licensee airtime on the Station for the price and on the terms specified below, and shall transmit to Licensee programming that it produces or owns (the "Programs") for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week, excluding up to two hour during the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the "Broadcasting Period"). Programmer will transmit, at its own cost, the Programs to the Station's transmitting facilities in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Station's broadcasts prior to commencement of the Term. Programmer and Licensee may mutually agree to jointly produce, present or broadcast programming during the Broadcasting Period.

3. Broadcasting. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs, subject to the provisions of Section 6 below. To the extent reasonably necessary to perform this Agreement, during the Term,

Licensee shall provide Programmer with the benefits of any Assumed Contracts (as defined in the Purchase Agreement) and, during the term of this Agreement, Programmer shall perform the obligations of Licensee thereunder from and after the Commencement Date.

4. Advertising. Licensee shall retain and collect for its benefit all of the Station's accounts receivable existing on the date of this Agreement. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all such collections. All contracts for advertising on the Station which may be entered into by Programmer shall terminate upon the termination of this Agreement (other than a termination at closing under the Purchase Agreement).

5. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto.

6. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Without limiting the generality of the foregoing, Licensee will: (1) employ a manager for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with Programmer (the "Station Manager"), (2) employ a second employee for the Station, who will report and be solely accountable to the manager (together with the Station Manager, the "Station Employees"), and (3) retain control over the policies, programming and operations of the Station.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Without limiting the preceding sentence, Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack or which does not meet the requirements of the rules, regulations, and policies of the FCC (the "Communications Laws"), (ii) preempt any Program in the event of a local, state, or national emergency, or (iii) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy.

(c) Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to the Station for Licensee and inclusion in its public inspection file. If any employee is shared by Licensee and Programmer, then when performing services for Licensee, such employee will report to and

be supervised and directed solely by Licensee, and when performing services for Programmer, such employee will report to and be supervised and directed solely by Programmer, and Licensee and Programmer shall instruct such employee accordingly.

7. Handling of Communications. Programmer shall provide Licensee with the original or a copy of any correspondence from a member of the public relating to the Programming to enable Licensee to comply with the requirements of the Communications Laws, including those regarding the maintenance of the public inspection file. Licensee shall not be required to receive or handle mail, facsimiles, emails or telephone calls in connection with the Programming unless Licensee has agreed to do so in writing. Licensee shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers, or other payments for services or advertising.

8. Programs.

(a) Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee may preempt any specific program which Licensee reasonably believes to be unsuitable or contrary to the public interest; provided, however, that Licensee will use reasonable efforts to give prior advance notice to Programmer of Licensee's election to preempt and to provide Programmer with an opportunity to supply alternative programming.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

(c) Programmer shall provide to Licensee any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws.

Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Upon written request, Programmer agrees to provide Licensee with copies of Programmer's annual Anti-Payola Affidavits, substantially in the form attached as *Schedule B*, and executed by its employees in connection with the programming Programmer provides hereunder. Programmer agrees to notify Licensee promptly of any violations it learns of relating to the Communications Act of 1934, as amended, including Sections 317 and 508 thereof.

(d) During the Term, subject to Section 5, Licensee and/or Programmer will maintain music licenses with respect to the Station and the Programs, as appropriate. All music supplied by Programmer shall be (a) licensed by a music licensing agent such as ASCAP, BMI, or SESAC, (b) in the public domain, or (c) cleared at the source by Programmer. Licensee shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Station for which Licensee is not reimbursed for pursuant to Section 5 or indemnified for pursuant to Section 15.

(e) Licensee reserves the right, in its good faith discretion, to preempt any Program, and to use part or all of the time contracted for by Programmer hereunder, to broadcast events of special importance that the Licensee believes in good faith are necessary in the public interest to be broadcast on the Station; provided, that Licensee shall exercise this right solely to fulfill its obligations as an FCC Licensee and not for its own commercial advantage. In all such cases, Licensee will use its best efforts to give the Programmer reasonable notice of Licensee's intention to pre-empt such broadcast or broadcasts.

9. Expenses. During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and other costs for all personnel used in the production of the Programs supplied to Licensee, and (ii) the costs of delivering the Programs to the Station's transmitting facilities. Subject to Section 5, Licensee will pay for its employees contemplated by Section 6, maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites.

10. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC.

11. Facilities.

(a) During the Term, Licensee shall maintain the operating power of the Station and shall repair and maintain the Station's transmission facilities consistent with its past practice.

(b) During the Term, Programmer shall provide Licensee access to and the use of such of Programmer's studio facilities located in the Station's market as is reasonably necessary for Licensee to comply with its obligations under applicable FCC rules and this Agreement. When on Programmer's premises, Licensee shall not act contrary to the terms of any lease for such premises. Such facility use rights shall continue during the Term.

12. Representations. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

13. Termination.

(a) This Agreement shall terminate upon closing under the Purchase Agreement with respect to the Station. This Agreement may be terminated by either party if: (i) this Agreement has been declared invalid or illegal in whole or substantial part by an order or decree by an administrative agency or court of competent jurisdiction which is not subject to appeal or further administrative or judicial review; (ii) there has been a change in the Communications Act that causes this Agreement to be in violation thereof and the applicability of such change is not subject to appeal or further administrative review; or (iii) in the event of any expiration or termination of the Purchase Agreement with respect to the Station, provided that the terminating party is not in material breach or default of the Purchase Agreement.

(b) Licensee may terminate this Agreement upon written notice to Programmer if: (i) Programmer fails to observe or perform any obligation contained in this Agreement in any material respect, which is not cured within the Cure Period (defined below); or (ii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect, which is not cured within the Cure Period.

(c) Programmer may terminate this Agreement upon written notice to Licensee if: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect (other than a failure to broadcast the Programs due to any reason out of Licensee's reasonable control), which is not cured within the Cure Period; or (ii) Licensee

breaches any representation or warranty made by it under this Agreement in any material respect, which is not cured within the Cure Period.

(d) The term "Cure Period" means a period commencing on the date Licensee or Programmer receives written notice from the other of a breach or default hereunder and continuing until the date thirty (30) calendar days thereafter. If this Agreement is terminated for any reason other than at closing under the Purchase Agreement, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status *quo ante*.

14. Force Majeure. Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming, or failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, or any other causes beyond the control of Licensee, shall not constitute a breach of this Agreement by Licensee.

15. Indemnification.

(a) **Indemnification.** From and after the Commencement Date, each of Programmer and Licensee shall indemnify, defend, protect and hold harmless the other, its affiliates, and their respective employees, officers, directors, shareholders and agents, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from (i) any programming provided by such party for broadcast on the Station; (ii) any claim for libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right, as a result of the broadcast on the Station of the programming provided by such party; (iii) such party's use and/or occupancy of the Station, including any and all claims for damages for injuries to or death of persons and for damages to property arising out of such use and/or occupancy; (iv) any breach by such party of any representation, warranty, covenant or other agreement hereunder; (v) any action taken by such party or its employees or agents with respect to the Stations or any failure by such party or its employees or agents to take any action with respect to the Station, including but not limited to such party's payment and performance of obligations and liabilities, unless resulting from a failure by the other party to perform hereunder; or (vi) any other claims of any nature, including any investigation initiated or fines or forfeitures imposed by the FCC, as a result of the broadcast on the Station of the programming provided by such party.

(b) **Procedure for Indemnification.** The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a "Claim"), but a failure to give or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is

thereby materially prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

- (i) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.
 - (ii) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within 20 days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).
 - (iii) Anything herein to the contrary notwithstanding (A) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim, (B) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment, unless (x) the indemnifying party pays all amounts in full and (y) such judgment, settlement or compromise includes the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim, and (C) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.
- (c) The obligations under this Section 13 shall survive any termination of this Agreement.

16. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, which consent may not be unreasonably withheld or delayed, provided that a party's rights under this Agreement may be assigned without consent in connection with a permitted assignment of such party's rights without consent under the Purchase Agreement. The terms of this Agreement shall bind and inure to the benefit of the

parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

17. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC and that Licensee shall place a copy of this Agreement in the Station's public inspection file.

18. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Programmer: Entercom Springfield, LLC
 401 City Avenue, Suite 809
 Bala Cynwyd, Pennsylvania 19004
 Attention: John C. Donlevie
 Facsimile: (610) 660-5620

with a copy (which shall
not constitute notice) to: Brian M. Madden
 Leventhal Senter & Lerman PLLC
 2000 K Street, NW
 Suite 600
 Washington, DC 20006-1809
 Phone: (202) 429-8970
 Fax No.: (202) 293-4767

If to Licensee: Great Northern Radio, LLC
 70 Walnut Street
 Wellesley, Massachusetts 02481
 Attention: Bruce Danziger
 Phone: (781) 239-8018
 Fax No.: (781) 239-8007

with a copy (which shall

not constitute notice)to:

John Bentas, Esq.
Sheehan Phinney Bass + Green, P.A.
1000 Elm Street
Manchester, NH 03101
Phone: (603) 627-8252
Fax: (603) 641-2336

19. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to the choice of law provisions thereof. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

20. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

PROGRAMMER:

ENTERCOM SPRINGFIELD, LLC

By: 

Name:

JOHN C. DONLEVIE

Title:

EXECUTIVE VICE PRESIDENT

LICENSEE:

GREAT NORTHERN RADIO, LLC

By its sole member, Vox Radio Group, LP

By its general partner, Vox Media Corporation

By: _____

Name: Bruce G. Danziger

Title: President

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

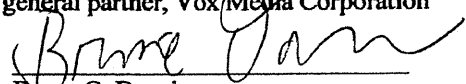
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

PROGRAMMER: ENTERCOM SPRINGFIELD, LLC

By: _____
Name:
Title:

LICENSEE: GREAT NORTHERN RADIO, LLC

By its sole member, Vox Radio Group, LP
By its general partner, Vox Media Corporation

By: 
Name: Bruce G. Danziger
Title: President

SCHEDULE A TO LMA

1. From the Commencement Date through the end of the month in which such date occurs (prorated for partial months), and each month thereafter for the remainder of the Term, Programmer shall pay to Licensee a fee of \$[redacted] per month, which shall be due and payable in advance on the first business day of each calendar month. If additional Indebtedness is created under Section 7 of the Secured Promissory Note of October 18, 2006 made by Licensee and delivered to Programmer, the monthly fee shall be increased to \$[redacted] per month until the end of the Term.

2. In addition, during the Term, Programmer shall reimburse Licensee for all verifiable, reasonable actual out-of-pocket expenses exclusively relating to the operation of the Station incurred by Licensee in the reasonable and ordinary course of business accruing at or after the Commencement Date, excluding: (a) salary, benefits and similar expenses for Licensee's employees, except the same for the Station Employees, (b) Licensee's federal, state and local income taxes and similar taxes based on or measured by Licensee's net income, (c) interest on and principal of loans and/or indebtedness and other fees, charges, costs and expenses relating to loans and/or indebtedness; (d) capital expenditures, (d) any cost or expense related to Excluded Assets and Retained Liabilities, each as defined in the Purchase Agreement; and (e) the legal, accounting and other professional fees and expenses, including without limitation any in connection with or arising out of this Agreement and/or any other agreement or instrument entered into between Programmer (or its affiliates) and Licensee (or its affiliates) ("Party Agreements") and/or the negotiation, administration, interpretation or closing of this Party Agreements and/or the transactions contemplated hereby and thereby. Any such reimbursable expense that straddles the Term and any period beginning or ending before or after the Term that is not clearly allocable to periods before or after the Term shall be prorated between Licensee and Programmer on the basis of the number of days elapsed. Licensee shall bill Programmer for such expenses on a monthly basis by delivery of a statement in reasonable detail with back-up invoices, payment for which shall be due within thirty (30) days of Programmer's receipt of such invoice. Notwithstanding anything herein to the contrary, Programmer shall have the right to pay directly all reimbursable expenses to the extent permitted by applicable law. Except for periodic expenses incurred in the ordinary course of business (including, for example, for utilities, license fees, and tower site rent), Programmer shall not be required to reimburse any expense in excess of \$1,500 per month unless Licensee obtains Programmer's approval, which shall not be unreasonably withheld, conditioned or delayed.

SCHEDULE B TO LMA

ENTERCOM COMMUNICATIONS CORP.

STATEMENT CONCERNING PAYOLA COMPLIANCE

During the term of my employment, neither I nor any member of my immediate family (including my spouse, child or any other member of my household) has accepted, solicited or agreed to accept any money, service, gift, or favor or other thing of value whatsoever to influence any decision by me as to matters to be broadcast on the station and will not do so in the future. Neither I nor any member of my immediate family, as defined above, has received (and in the future will not accept) any social courtesy or gift exceeding in the aggregate in a single year a value \$25.00 from any person, entity, firm or institution involved in any of the following activities:

record manufacturing or distributing;
music publishing;
the creation, production, performance, distribution, manufacturing or exploitation of music, films, tapes, recordings, electrical transcriptions, or any live or recorded programming;
the ownership or exploitation of any musical, dramatic, literary or related copyright or performance right;
radio or television broadcasting (other than the station);
advertising and advertising services;
any business desiring to advertise or promote its products or services in the coverage area of Entercom's stations;
concerts and nightclubs;
performers, performing groups, professional sports teams, or any other potential supplier of radio or television program material;
public relations firms, consulting firms, or other firms or individuals that deal in, represent or promote any of the above.

By signing below, I confirm that I have not participated (and in the future will not participate) in considering, selecting or preparing for broadcast any program or program material which had as its subject, or which could in any way materially affect, any business activity or concern in which I or any member of my immediate family, as defined above, held or hold a business or financial interest (including any position as officer, director or employee), except those reported to station management and as listed below.

I have read and understand the memorandum on Payola, Plugola and Conflicts of Interest circulated by the station and the provisions of Sections 317 and 507 of the Communications Act of 1934, as amended, and Section 73.1212 of the rules of the FCC, copies of which are attached to the memorandum. I agree to abide by such rules and policies.

Name: _____

Position: _____

Signature: _____

Date: _____